IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUIT NO.1115 OF 1986

United Commercial Bank ..Plaintiff

Vs.

Pratap Tukaram Tawde & Anr. ..Defendants

Mr.Prakash Shinde i/b M.Dhruva and Co. for the plaintiff

None for the defendants

CORAM : S.U.KAMDAR, J
DATED : 2ND FEBRUARY, 2006

P.C.:

1. The present suit is filed by the plaintiff bank for the claim of Rs.67,883.67 as due and payable on the foot of the account in respect of loan lent and advanced by the plaintiff bank. It is the case of the plaintiff bank that some time in or about 1984, plaintiff sanctioned loan of Rs.75180/- for purchasing Bajaj Matador 305. Defendant no.2 executed guarantee. Loan was availed of by the defendant but the payments were not made. Ultimately, notice was issued by the plaintiff on 6.6.85 and though liability was admitted time was sought to pay in view of illness of the mother. Since the payment was not made the

present suit is filed.

2. Plaintiff has filed compilation of documents Ex.A. Defendants are served. Plaint is already been decreed as against defendant no.1. As against defendant no.2 the present suit is still pending. There is no written statement . Plaintiff has filed affidavit of evidence dt.2.2.06 of one Omprakash H.Mathur. On perusal of documents and evidence I find that there is no defence on the part of defendant. Suit is accordingly decreed as against defendant no.2 also as prayed in terms of prayer clause a(i) and and a(ii).